1	Brian C. Rocca, Bar No. 221576	Glenn D. Pomerantz, Bar No. 112503
2	brian.rocca@morganlewis.com Sujal J. Shah, Bar No. 215230	glenn.pomerantz@mto.com Kuruvilla Olasa, Bar No. 281509
	sujal.shah@morganlewis.com	kuruvilla.olasa@mto.com
3	Michelle Park Chiu, Bar No. 248421	MUNGER, TOLLES & OLSON LLP
4	michelle.chiu@morganlewis.com Minna Lo Naranjo, Bar No. 259005	350 South Grand Avenue, Fiftieth Floor Los Angeles, California 90071
	minna.naranjo@morganlewis.com	Telephone: (213) 683-9100
5	Rishi P. Satia, Bar No. 301958	Vyla W Mach Bar No. 282000
6	rishi.satia@morganlewis.com MORGAN, LEWIS & BOCKIUS LLP	Kyle W. Mach, Bar No. 282090 kyle.mach@mto.com
	One Market, Spear Street Tower	Justin P. Raphael, Bar No. 292380
7	San Francisco, CA 94105-1596	justin.raphael@mto.com
8	Telephone: (415) 442-1000 Facsimile: (415) 442-1001	Emily C. Curran-Huberty, Bar No. 293065 emily.curran-huberty@mto.com
	1 4001	MUNGER, TOLLES & OLSON LLP
9	Richard S. Taffet, pro hac vice	560 Mission Street, Twenty Seventh Fl.
10	richard.taffet@morganlewis.com MORGAN, LEWIS & BOCKIUS LLP	San Francisco, California 94105 Telephone: (415) 512-4000
	101 Park Avenue	,
11	New York, NY 10178-0060	Jonathan I. Kravis, pro hac vice jonathan.kravis@mto.com
12	Telephone: (212) 309-6000 Facsimile: (212) 309-6001	MUNGER, TOLLES & OLSON LLP
	1 1000000000000000000000000000000000000	601 Massachusetts Ave. NW, Ste 500E
13	Council for Defoudants	Washington, D.C. 20001 Telephone: (202) 220-1100
14	Counsel for Defendants	Telephone. (202) 220-1100
15		
15		
16	UNITED STATE	ES DISTRICT COURT
17	NORTHERN DIST	RICT OF CALIFORNIA
18	SAN FRANC	CISCO DIVISION
19	IN RE GOOGLE PLAY STORE	Case No. 3:21-md-02981-JD
20	ANTITRUST LITIGATION	
20	THIS DOCUMENT RELATES TO:	DEFENDANTS' ADMINISTRATIVE
21	THIS DOCCIVILITY RELATES TO.	MOTION TO CONSIDER WHETHER
22	In re Google Play Consumer Antitrust	ANOTHER PARTY'S MATERIALS
	Litigation, Case No. 3:20-cv-05761-JD	SHOULD BE SEALED RELATING TO
23	Linguiton, Case 110. 5.20-61-05/01-3D	
		DEFENDANTS' MOTION FOR LEAVE
24	State of Utah et al. v. Google LLC et al.,	
		Judge: Hon. James Donato
2425	State of Utah et al. v. Google LLC et al.,	
	State of Utah et al. v. Google LLC et al.,	
2526	State of Utah et al. v. Google LLC et al.,	
25	State of Utah et al. v. Google LLC et al.,	

SHOULD BE SEALED RELATING TO DEFENDANTS' MOTION FOR LEAVE Case Nos. 3:21-md-02981-JD; 3:20-cv-05761-JD; 3:21-cv-05227-JD

DEFENDANTS' ADMINISTRATIVE MOTION TO CONSIDER WHETHER ANOTHER PARTY'S MATERIALS

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Pursuant to Civil Local Rules 7-11 and 79-5(c-f), Defendants Google LLC, Google Ireland Limited, Google Commerce Ltd., Google Asia Pacific Pte. Ltd., and Google Payment Corp. (collectively, "Google") respectfully submit this Administrative Motion to Consider Whether Another Party's Material Should Be Sealed Relating to Google's Motion for Leave to File Supplemental Brief In Support of Google's Motion to Exclude the Merits Opinions of Dr. Hal Singer (MDL Dkt. 487). The excerpts at issue in this Motion to Seal are sourced from documents that are designated as "NON-PARTY HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL EYES ONLY" pursuant to the Protective Order entered by the Court, ECF No. 248. A redacted version of the exhibits to Google's Motion for Leave to File Supplemental Brief In Support of Google's Motion to Exclude the Merits Opinions of Dr. Hal Singer have been filed in accordance with the Local Rules.

Subsection (f) of Civil Local Rule 79-5 sets forth procedures that apply when a party seeks to file information designated as confidential by another party. Under subsection (e), the "motion must identify each document or portions thereof for which sealing is sought" and "serve the motion on the Designating Party the same day the motion is filed." Pursuant to subsection (f)(1), the Designating Party has seven days to "file a statement and/or declaration" to establish why such designated material should be kept under seal pursuant to subsection (c)(1) of Civil Local Rule 79-5.

Civil Local Rule 79-5 provides that documents, or portions thereof, may be sealed if a party establishes that the documents are privileged, protectable as a trade secret, or otherwise entitled to protection under the law. A "strong presumption" of access to judicial records applies to dispositive pleadings, and a party seeking to seal those records must show "compelling reasons." Primus Grp., Inc. v. Inst. for Env't Health, Inc., 395 F. Supp. 3d 1243, 1267 (N.D. Cal. 2019) (citations omitted). Compelling reasons justifying the sealing of court records generally exist "when such court files might have become a vehicle for improper purposes, such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets." Kamakana v. City & Cty. of Honolulu, 447 F.3d 1172, 1179 (9th Cir. 2006)

28

26

(internal quotation marks omitted). However, "[t]he mere fact that the production of records may lead to a litigant's embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records." *Id.*

Google identifies the following portions of its Motion for Leave to File Supplemental Brief In Support of Google's Motion to Exclude the Merits Opinions of Dr. Hal Singer and supporting papers as containing information designated as confidential by another party:

Document	Portion Containing Designated Information	Designating Party
Exhibit C	Page 3, Paragraph 4 (between "data produced for" and ", since the beginning"; between "(August 16, 2016)," and "expenditures").	Consumer Plaintiffs
Exhibit C	Page 3, Note 5 (word before "transaction data")	Consumer Plaintiffs
Exhibit C	Page 4, Paragraph 4 (between "Market came to" and "all of which"; between "were in the" and "category.").	Consumer Plaintiffs
Exhibit C	Page 4, Table 1 (Table 1 caption between "Damages" and end of line; all data in the "Category" column above "Total": all data below the "Expenditures" column, all data below the "Damages" column; text in "Notes & Sources" between "GOOG-PLAY-007335781" and "transaction"; between "'Damages_" and "_App_In-App").	Consumer Plaintiffs
Exhibit C	Page 4, Paragraph 5 (between "Aftermarket," and "had expenditures"; between "totaling" and "in the"; between "in the" and "category."; between beginning of sentence and "also had In-App"; between "totaling" and "in the"; between "in the" and "category.").	Consumer Plaintiffs

Document	Portion Containing Designated Information	Designating Party
Exhibit C	Page 4, Note 6 (between "These games were" and "for a total of"; between "for a total of" and end of sentence).	Consumer Plaintiffs; Non-Party ¹
Exhibit C	Page 4, Note 8 (between "Includes" and "transactions"; between "listed twice in" and "Excel file"; between "purchase of the" and "category"; between "category in the" and end of sentence; between Gem Pack 2" and "in the"; between "in the" and "game".).	Consumer Plaintiffs; Non-Party
Exhibit C	Page 4, Note 10 (between "four payments of" and "each for"; between "each for" and "a subscription"; between "through the App" and end of sentence).	Consumer Plaintiffs; Non-Party
Exhibit C	Page 4, Note 11 (between "overcharge for" and "in the In-App").	Consumer Plaintiffs
Exhibit C	Page 5, Paragraph 6 (between "Table 1 above," and "total A/In-App"; between "damages come to" and end of sentence; between "range from to" and "to"; from "to" and end of sentence).	Consumer Plaintiffs
Exhibit C	Page 5, Paragraph 7 (between "assumption," and "total App/In-App"; between "damages come to" and "and App/In-App"; between "range from" and "to"; between "to" and end of sentence).	Consumer Plaintiffs
Exhibit C	Page 5, Paragraph 8 (between "Table 1 above," and "total expenditures"; between "came to" and end of sentence; between "Accordingly" and "damages under"; between "Model come to" and end of sentence).	Consumer Plaintiffs
Exhibit C	Page 5, Paragraph 9 (between "range from to" and "to"; between "to" and end of sentence).	Consumer Plaintiffs

²⁵

27

¹ Identifying the designating parties, in the case of non-parties, would itself reveal the specific confidential information the non-party may seek to seal pursuant to Local Rule 79-5(f), so the identities of certain designating non-parties has not been included in this filing.

Document	Portion Containing Designated Information	Designating Party
Exhibit C	Page 5, Paragraph 11 (between "Table 2 below," and "expenditures"; between "in the"	Consumer Plaintiffs
	and "category"; between "came to" and end of sentence; between "7.2 percent, or" and "expenditures"; between "in the" and	
	"category"; between "came to" and end of	
	sentence; between "6.5 percent, or" and end of sentence).	
Exhibit C	Page 6, Table 2 (Table 2 caption between "Damages" and end of line; all data in the	Consumer Plaintiff
	"Category" column above "Total": all data below the "Expenditures" column, all data	
	below the "Damages" column; text in "Notes & Sources" between "'Damages.xlsx;" and end of	
	sentence).	
Exhibit C	Page 6, Paragraph 12 (between "Table 2 above," and "total"; between "damages come	Consumer Plaintiff
	to" and end of sentence; between "range from to" and "to"; between "to" and end of sentence).	
Exhibit C	Page 6, Paragraph 13 (between "Under this assumption," and "total"; between "damages	Consumer Plaintiff
	come to" and ", and Single"; between "range from" and "to"; between "to" and end of	
	sentence).	
Exhibit C	Page 6, Paragraph 16 (between "Table 3 below," and "expenditures"; between "came to"	Consumer Plaintiff
	and end of sentence; between "7.1 percent, or" and end of sentence.	
Exhibit C	Page 6, Note 26 (between "'Damages_" and	Consumer Plaintiff
	"_Hybrid'").").	
Exhibit C	Page 6, Paragraph 17 (between beginning of sentence and "expenditures"; between "in the"	Consumer Plaintiff
	and "category"; between "came to" and end of sentence; between "7.0 percent, or" and end of	
	sentence.	

1	Document	Portion Containing Designated Information	Designating Party
3	Exhibit C	Page 7, Table 3 (Table 3 caption between "Damages" and end of line; all data in the	Consumer Plaintiffs
4 5		"Category" column above "Total": all data below the "Expenditures" column, all data below the "Damages" column; text in "Notes &	
$\begin{bmatrix} 3 \\ 6 \end{bmatrix}$		Sources" between "'Damages.xlsx;" and end of sentence).	
7 8	Exhibit C	Page 7, Paragraph 18 (between "Table 3 above," and "total"; between "range from to" and "to"; between "to" and end of sentence).	Consumer Plaintiffs
9	Exhibit C	Page 7, Paragraph 19 (between "Under this assumption," and "total"; between "damages	Consumer Plaintiffs
10 11		come to" and "and Hybrid"; between "range from" and "to"; between "to" and end of sentence).	
12 13 14	Exhibit C	Page 7, Paragraph 20 (between "Table 1 above," and "total"; between "Accordingly," and "damages"; between "come to" and end of sentence).	Consumer Plaintiffs
15 16	Exhibit C	Page 7, Paragraph 21 (between "range from to" and "to"; between "to" and end of sentence).	Consumer Plaintiffs
17 18	Exhibit C	Page 7, Note 29 (between "Damages.xls;" and end of sentence).	Consumer Plaintiffs
19	Exhibit C	Page 7, Note 33 (between "discounts of" and "percent").	Amazon
20 21	Exhibit C	Page 8, Table 4 (all data in columns under first row and above "Notes and Sources").	Consumer Plaintiffs
22 23	Exhibit D	Page 3, paragraph 4(h) (between "one plaintiff" and "was a member", and between "plaintiff" and "confirming").	Consumer Plaintiffs
24 25 26 27 	Exhibit D	Page 5, paragraph 7 (between "plaintiff" and "purchased", between "of the" and "app", between "plaintiff" and "and", between "of the" and "app", and between "plaintiff" and end of paragraph).	Consumer Plaintiffs; Non-Parties

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 5-6, paragraph 8 (between "plaintiff" and "purchased", between "SKU" and "of", between "of" and "on August", and between "plaintiff" and "The data").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 5, paragraph 8, footnote 5 (between "only" and "out of", between "out of" and "SKUs", between "distributed by" and "purchased", between "plaintiff" and "and", between "and" and "SKU", and between "from the" and "app", between "plaintiff" and "would be").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 6, paragraph 9 (between "plaintiff" and "purchased", between "lead" and "to charge', between "Plaintiff" and "paid", and between "for the" and "subscription").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 7, paragraph 11, footnote 10 (between "although" and "subscription", between "Play," and "priced", between "whether" and "See", between "billing-system" and "See", and between "evidence from" and "is not consistent").	Match Group Plaintiffs
Exhibit D	Page 8, Figure 1 (the names after "by Plaintiff" in the title of each graph, and the words after "Product ID=", in the title of each graph).	Consumer Plaintiffs; Non-Party
Exhibit D	Page 9, paragraph 12 (between "example," and "charge", between "for a" and "subscription", between "plaintiff" and "purchased", between "the" and "app", between "app" and "charges", between "plaintiff" and "purchased", between "for why" and "and", between "such as" and "or", and between "or" and "suffered").	Consumer Plaintiffs; Non-Parties
Exhibit D	Page 10, paragraph 14 (between "app category" and "the app category's").	Consumer Plaintiffs
Exhibit D	Page 11, paragraph 15 (between "plaintiff" and "purchase", between "of a" and "subscription", between "plaintiff" and "purchase", and between "of a" and "subscription").	Consumer Plaintiffs; Non-Parties

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 11-12, paragraph 16 (between "that for" and "of the", between "of the" and "transactions", between "for plaintiff" and "purchases", between "the SKU" and "on July 1, 2021", between "to be" and "but the", between "was only" and "of the", between "of the" and "price", between "plaintiff" and "purchase", between "of the SKU" and "on July", between "to be" and "but", between "only" and "or", between "or" and "of the", and between "of the" and "price").	Consumer Plaintiffs Non-Parties
Exhibit D	Page 11, footnote 16 (between "plaintiff" and "transactions")	Consumer Plaintiffs Non-Party
Exhibit D	Page 11, footnote 17 (between "plaintiff" and "transactions")	Consumer Plaintiffs Non-Party
Exhibit D	Page 12, paragraph 17 (between "app categories" and "Data").	Consumer Plaintiffs
Exhibit D	Page 25, paragraph 20 (between "paid for" and "of the", between "of the" and "transactions", between "About", and "of these" and between "of these" and "transactions").	Consumer Plaintiffs
Exhibit D	Page 16 (the name below "Individual Plaintiff Overcharge Damages")	Consumer Plaintiffs
Exhibit D	Page 16, paragraph 22 (between "plaintiff" and "sustained", between "damages of" and "and", between "and" and "based", and between "plaintiff" and "suffered").	Consumer Plaintiffs
Exhibit D	Page 17, paragraph 23 (between "plaintiff" and "engaged in", between "engaged in" and "transactions", between "involving" and "SKUs", between "Of those" and "SKUs", and between "SKUs" and "were").	Consumer Plaintiffs
Exhibit D	Page 17, paragraph 24 (between "Additionally," and "of", and between "plaintiff" and "transactions").	Consumer Plaintiffs

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 17, paragraph 25 (between "for" and "of plaintiff", and between "plaintiff" and "transactions").	Consumer Plaintiffs
Exhibit D	Page 17, the name before paragraph 26.	Consumer Plaintiffs
Exhibit D	Page 17, paragraph 26 (between "plaintiff" and "sustained", between "damages of" and "and", between "and" and "based", and between "plaintiff" and "suffered").	Consumer Plaintiffs
Exhibit D	Page 18, paragraph 27 (between "plaintiff" and "engaged in", between "in" and "transactions", between "involving" and "SKUs", and between "SKUs," and "were").	Consumer Plaintiffs
Exhibit D	Page 18, paragraph 28 (between "Plaintiff" and "purchased", between "subscription in" and "apps", between "apps — and "- at the", and between "of these" and "apps").	Consumer Plaintiffs; Non-Parties
Exhibit D	Page 18, paragraph 29 (between "Additionally," and "of", and between "of plaintiff" and "transactions").	Consumer Plaintiffs
Exhibit D	Page 18, paragraph 30 (between "for" and "of", and between "plaintiff" and "transactions").	Consumer Plaintiffs
Exhibit D	Page 18, footnote 30, between "May 2023," and "redirects", between "to the" and "website", and between "plaintiff" and "and the").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 19, the name before paragraph 31.	Consumer Plaintiffs
Exhibit D	Page 19, paragraph 31 (between "plaintiff" and "sustained", between "damages of" and "and", between "and" and "based", and between "plaintiff" and "suffered").	Consumer Plaintiffs
Exhibit D	Page 19, paragraph 32 (between "plaintiff" and "engaged", between "engaged in" and "transactions", between "involving" and "SKUs", and between "Of those" and "SKUs", between "SKUs" and "were").	Consumer Plaintiffs

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 19, paragraph 33 (between "Plaintiff" and "purchased", between "subscriptions in" and "and a", between "in the" and "app").	Consumer Plaintiffs; Non-Parties
Exhibit D	Page 19, paragraph 34 (between "plaintiff" and "transactions")	Consumer Plaintiffs
Exhibit D	Page 20, paragraph 35 (between "plaintiff" and "transactions", and between "with the" and "app").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 20, the name before paragraph 36.	Consumer Plaintiffs
Exhibit D	Page 20, paragraph 36 (between "plaintiff" and "sustained", between "damages of" and "and", and between "and" and "based").	Consumer Plaintiffs
Exhibit D	Page 20, paragraph 37 (between "plaintiff" and "engaged in", between "engaged in" and "transactions", between "involving" AND "SKUs", between "SKUs," and "were", between "for" and "of those", between "exceptions are" and "SKUs", and between "by" and end of paragraph).	Consumer Plaintiffs; Non-Party
Exhibit D	Page 20, paragraph 38 (between "Plaintiff" and "purchased", between "in the" and "app", and between "of the" and "app").	Consumer Plaintiffs; Non-Party
Exhibit D	Page 21, paragraph 39 (between "Additionally", and "of plaintiff", and between "of plaintiff" and "transactions").	Consumer Plaintiffs
Exhibit D	Page 21, paragraph 40 (between "for" and "of", between "plaintiff" and "transactions", and between "and" and "of the").	Consumer Plaintiffs
Exhibit D	Page 21, paragraph 41 (between "plaintiff" and "sustained", between "damages of" and "and", between "and" and "based", and between "plaintiff" and "suffered").	Consumer Plaintiffs

26

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 21, paragraph 42 (between "plaintiff" and "engaged in", between "engaged in" and "transactions", and between "involving" and "SKUs").	Consumer Plaintiff
Exhibit D	Page 22, paragraph 43 (between "Plaintiff" and "purchased" and between "in the" and "app").	Consumer Plaintiff Non-Party
Exhibit D	Page 22, paragraph 44 (between "plaintiff" and "transactions").	Consumer Plaintiff
Exhibit D	Page 22, paragraph 45 (between "for" of "of plaintiff", between "of plaintiff" and "transactions" and between "with the" and "app").	Consumer Plaintiff Non-Party
Exhibit D	Page 22, the name before paragraph 46.	Consumer Plaintiff
Exhibit D	Page 22, paragraph 46, between "plaintiff" and "sustained", between "damages of" and "and", between "and" and "based", and between "plaintiff" and "suffered").	Consumer Plaintiff
Exhibit D	Page 22, paragraph 47 (between "plaintiff" and "engaged", between "engaged in" and "transactions", between "involving" and "SKUs", and between "SKUs" and "were").	Consumer Plaintiff
Exhibit D	Page 23, paragraph 48 (between "Plaintiff" and "purchased", and between "in" and "apps", between "apps —" and "- at").	Consumer Plaintiff Non-Parties
Exhibit D	Page 23, paragraph 49 (between "Additionally" and "of" and between "plaintiff" and "transactions").	Consumer Plaintiff
Exhibit D	Page 23, paragraph 50, between "for" and "of", between "plaintiff" and "transactions". And between "and" and "of the").	Consumer Plaintiff
Exhibit D	Page 24, paragraph 53 (between "Plaintiff" and "was not", between "plaintiff" and "purchases", and between "plaintiff" and "would have").	Consumer Plaintiff

Document	Portion Containing Designated Information	Designating Party
Exhibit D	Page 25, paragraph 55 (between "plaintiff" and "was not").	Consumer Plaintiff
Exhibit D	Page 278-285 (entire chart below header, except column containing row number).	Consumer Plaintiff Non-Parties
Exhibit E	Page 5 Table 1 (all data in column below "Plaintiff" and above "Average"; all data in column below "Expenditures"; all data in column below "Category-Level Damages"; all data in column below "Developer/Transaction Level Damages").	Consumer Plaintiff
Exhibit E	Page 5 Table 2 (all data in column below "Plaintiff" and above "Average"; all data in column below "Expenditures"; all data in column below "Category-Level Damages"; all data in column below "Developer/Transaction Level Damages").	Consumer Plaintiff
Exhibit E	Page 6 Table 3 (all data in column below "Plaintiff" and above "Average"; all data in column below "Expenditures"; all data in column below "Category-Level Damages"; all data in column below "Developer/Transaction Level Damages").	Consumer Plaintiff
Exhibit E	Page 6, Paragraph 14 (between "payments by" and "for a specific"; between "SKU for the" and "in July"; between "Because" and "was priced at"; between "was priced at" and "per month"; between "came to" and "in each of"; between "and because" and "is less than"; between "is less than" and "he concludes that"; between "he concludes that" and "was overcharged").	Consumer Plaintiff Non-Party

25 26

27

Document	Portion Containing Designated Information	Designating Party
Exhibit E	Page 6, Paragraph 15 (between "(when" and "first subscribed"; between "when" and "remained"; between "service fees of" and end of sentence; between "duration of" and sixmonth" between "come to [" and "x 4 months]"; between "x 4 months] +]" and "x 2 months]"; between "x 2 months] =" and end of sentence; between "which come to" and end of sentence; between "calculations show that" and "overcharges"; between "service fees for" and "purchases";	Consumer Plaintiffs
Exhibit F	Enter chart below headers, except for column containing row number.	Consumer Plaintiffs Non-Parties
	·	

1	Dated: July 26, 2023	By: <u>/s/ Sujal J. Shah</u>
2		Sujal J. Shah
3		Brian C. Rocca, Bar No. 221576 brian.rocca@morganlewis.com
4		Sujal J. Shah, Bar No. 215230 sujal.shah@morganlewis.com
5		Michelle Park Chiu, Bar No. 248421 michelle.chiu@morganlewis.com
		Minna Lo Naranjo, Bar No. 259005
6		minna.naranjo@morganlewis.com Rishi P. Satia, Bar No. 301958
7		rishi.satia@morganlewis.com MORGAN, LEWIS & BOCKIUS LLP
8		One Market, Spear Street Tower San Francisco, CA 94105
9		Telephone: (415) 442-1000
10		Richard S. Taffet, pro hac vice
11		richard.taffet@morganlewis.com MORGAN, LEWIS & BOCKIUS LLP
12		101 Park Avenue New York, NY 10178
13		Telephone: (212) 309-6000
14		Glenn D. Pomerantz, Bar No. 112503 glenn.pomerantz@mto.com
15		Kuruvilla Olasa, Bar No. 281509 kuruvilla.olasa@mto.com
16		MUNGER, TOLLES & OLSON LLP 350 South Grand Avenue, Fiftieth Floor
		Los Angeles, California 90071
17		Telephone: (213) 683-9100
18		Kyle W. Mach, Bar No. 282090 kyle.mach@mto.com
19		Justin P. Raphael, Bar No. 292380 justin.raphael@mto.com
20		Emily C. Curran-Huberty, Bar No. 293065 emily.curran-huberty@mto.com
21		MUNGER, TOLLES & OLSON LLP 560 Mission Street, Twenty Seventh Floor
22		San Francisco, California 94105
23		Telephone: (415) 512-4000
24		Jonathan I. Kravis, <i>pro hac vice</i> jonathan.kravis@mto.com
25		MUNGER, TOLLES & OLSON LLP 601 Massachusetts Avenue NW, Suite 500E
26		Washington, D.C. 20001 Telephone: (202) 220-1100
27		Counsel for Defendants
28	13	comment of Defendants
20	DEFENDANTS' ADMINISTRATIVE MOTION TO CONSIDER WHETHER ANOTHER PARTY'S MATERIALS SHOULD	
	BE SEALED RELATING TO DEFENDANTS' MOTION FOR LEAVE	